

Terms and Conditions of Entry

GENERAL CONDITIONS OF ENTRY AND COMPETITION RULES

Standard terms

1. Entry into the promotion is deemed acceptance of these Conditions of Entry and Competition Rules, including any specific competition terms set out in Schedule A below. **NZME** reserves the right to exclude any person from the promotion on the grounds of criminal record or for medical reasons.
2. The Conditions apply to all promotions run by TRN. Radio Sport & Radio Hauraki (Stations of **NZME**) will conduct the promotion. **NZME** reserves the right to add and/or remove participating stations to and from the promotion at any time.
3. TRN reserves the right to suspend, modify, terminate or cancel a promotion at any time. These Conditions may be amended from time to time by **NZME** without notice.

Liability

4. To the extent permitted by law, neither **NZME** or Independent Liquor (NZ) Limited, or any of their related companies, agencies, affiliates, sponsors or representatives (**Protected Parties**) will not be liable for, and the winner indemnifies them against, any claims, liability, loss or damage arising out of, or in connection with any promotion conducted by **NZME** or Independent Liquor (NZ) Limited. Entrants agree that this clause is for the benefit of and enforceable by any of the Protected Parties for the purposes of the Contracts Act 1982.
5. Nothing in these Conditions is intended to exclude, restrict or modify a consumer's rights under the Consumer Guarantees Act 1993. These conditions must be read subject to those statutory provisions and will not affect any statutory rights that a prize-winner may have in relation to the return of goods.
6. If entry to this promotion is being made on-line (eg) via www.radiosport.co.nz or www.hauraki.co.nz, by completing an entry, in addition, the entrant agrees to be bound by the website general Terms and Conditions of Use. In the event of conflict between these Conditions and the website General Terms and Conditions of Use, these Conditions will prevail.

General prize information

7. **NZME** reserves the right to refuse awarding any prize to a person who is determined, in **NZME**'s sole discretion, to have breached a term of these Conditions, tampered with the entry or claim process, gained unfair advantage in participating in the promotion or obtained a winner status using fraudulent means. The Promoters reserves the right, at any time, to verify the validity of entries and entrants and to disqualify any entrant who submits an entry that is not in accordance with these Conditions. Failure by the Promoters to enforce any of its rights at any time does not constitute a waiver of those rights.

8. No purchase is necessary to win or participate in the promotion, unless specified in the Schedule.
9. The prize(s) are not redeemable for cash, exchangeable or transferable.
10. If the specified prize is unavailable due to unforeseen circumstances **NZME** may substitute another prize of similar or equal value.
11. Winner(s) will be determined by a random draw from all valid entries received during the promotion period (unless otherwise specified in the Schedule). If the winner is determined by a judge/judges, then the judge's decision will be final and no correspondence will be entered into. Winner(s) will be notified by Radio Sport or Radio Hauraki by phone and or mail using the details submitted by the entrant upon entry into the promotion. If the winner is not able to be contacted as stipulated in the Schedule following the first contact attempt, the Promoters, in its sole discretion, may draw an alternative winner without any liability to any person on the same terms and conditions as the original prize draw or selection. No compensation will be given to a winner who cannot be contacted as mentioned above.

Personal details

12. By accepting the prize, all winners grant **NZME** exclusive permission to use their names, characters, photographs, voices and likeness in connection with the promotion and waive any claims to compensation for such use.
13. By entering a promotion, you confirm that the details you are entering are **your own details**, and are true and correct at the time of entry.
14. By entering a promotion, all entrants agree to make themselves available for a photo session if required by **NZME** and acknowledge **NZME** has the right to use these publicity photos in any reasonable manner.
15. All entrants consent to their personal information being collected and stored by **NZME** for the purposes of this promotion. The Promoters may disclose the entrants' personal information to its contractors and agents to assist in conducting the promotion or communicating with entrants and, as required, to New Zealand regulatory authorities. Entrants should direct any request to opt out, access, update or correct their personal information to the Promoters through <http://www.nzme.co.nz/>. The Promoters's privacy policy can be viewed at <http://www.nzme.co.nz/terms-and-conditions>. All entries will be the property of the Promoters.

Prize pick up

16. Any prize being collected by the winner must be picked up within 90 days of winning. **NZME** will not notify the winners of time remaining – it is the sole responsibility of the winner to claim their prize within the 90 day timeframe. All unclaimed prizes will be forfeited.
17. In the event a winner chooses not to accept a prize, they will forfeit any claims to the prize, which can then be awarded to a runner-up or an alternative winner from the prize redraw (as may be the case) at the discretion of **NZME**.
18. **NZME** is at liberty to dispose of an unclaimed prize at the end of 90 days.

19. Entrants should allow two weeks for the delivery of prizes.

Prizes that include international or domestic travel

20. Where the prize includes travel and/or accommodation, either international or domestic (Travel Prize), the winner MUST have valid documentation, including but not limited to valid passports and Visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities (including any costs associated with delay, will be the sole responsibility of the winner).
21. When the Travel Prize includes travel to or through the United States, it is the winner's responsibility when travelling into or through (transiting included) the United States under the Visa Waiver Program to apply for an Electronic System for Travel Authorisation (ESTA) no later than 72 hours prior to departure if required. The winner must visit the US Department of Homeland Security website and fill in the required information. The cost of the ESTA is the sole responsibility of the winner.
22. The Travel Prize is not transferable or exchangeable and cannot be redeemed for cash. The Travel Prize must be taken as stated in the Schedule and no compensation will be payable if the winner is unable to use the Travel Prize as stated. For the avoidance of doubt, if the winner is, for whatever reason, unable to travel on a nominated date during this period, whether the failure was due to reasons beyond the winner's control or otherwise, then the winner will forfeit the Travel Prize.
23. The winner and their travelling companion must travel together at all times. Unless otherwise stated within these Conditions or any Schedule, the winner is responsible for transport from their residence to their nearest international airport for flight departure and from their nearest international airport to their residence upon returning to New Zealand.
24. Flight tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. The flight itinerary may have to be adjusted depending on the airline's departure city and their current flight schedule.
25. Any changes to travel dates or additional accommodation outside the travel period specified in the Travel Prize details, made by the winner, which incur additional costs, are to be paid by the Travel Prize winner.
26. Unless explicitly stated in these Conditions or any Schedule, the winner will be responsible for expenses including, but not limited to, spending money, meals, drinks, transport, laundry charges, activities, incidentals, taxes (excluding departure and any other flight associated taxes included within the Travel Prize), gratuities, services charges, passports, visas, travel insurance and all other ancillary costs associated with redeeming the Travel Prize. The winner (if any) must obtain travel insurance to protect themselves against additional costs incurred in the event of unforeseen circumstances.
27. The Promoters makes no representation as to safety, conditions and other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and the web site of the New Zealand Ministry of Foreign Affairs and Trade. The winner accepts the Travel Prize at their own risk.

28. All travel is subject to the standard terms, conditions and restrictions of the Travel Prize service providers. Any travelling companion included in the Travel Prize accepts the Travel Prize subject to these Conditions as if references to the winner in the relevant clauses were to the travelling companion. The winner and their travelling companion must sign a legal release, in a form acceptable to the Promoters in its absolute discretion, if requested by the Promoters.
29. When the Travel Prize includes international travel, where the winner is under 18 years of age they **MUST** be accompanied by a parent or guardian aged 18 or over at their costs. The parent or legal guardian will be required to sign acceptance of these Conditions and any Schedule. If the parent or legal guardian is unable to travel with the winner, the Travel Prize will be forfeited and may be awarded to an alternative winner.

Ineligibility

30. Employees (and their immediate families) of **NZME** and Independent Liquor (NZ) Limited, or any of their related entities and affiliates, participating sponsors and their advertising agencies in New Zealand, and the employees of radio stations other than those owned or controlled by **NZME**, are not eligible to participate and win. The term “immediate families” include spouses, grandparents, parents, children, and grandchildren whether by marriage, past marriages, civil union, remarriage, adoption, co-habitation or other family extension.

Technical Inability to Complete

31. **NZME** disclaims any responsibility for the inability to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnection, acts of God or otherwise. Entrants are restricted to the use of standard telephone, mobile phone and/or computer equipment.
32. If in the course of the promotion, prior to confirming the winner’s identification and address, the phone line drops out or becomes disconnected for any reason, **NZME** is not responsible for awarding such prize to that caller and the opportunity to win and will go on to the next available caller.
33. If there is a dispute arising out of use of telephone lines, websites, texts or email or any other form of technology during a competition, the decision of **NZME** is final and no correspondence will be entered into.

SCHEDULE A – SPECIFIC COMPETITION DETAILS

1. Information on how to enter and prizes form part of these conditions of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. The promotion is open to New Zealand residents aged 18 years or over. Employees of Independent Liquor (NZ) Limited, NZME and any agency involved with this promotion, and the immediate families of such employees, are not eligible to enter.
3. The promotion commences at 12.01am on 10 August 2015 and finishes at 9am on 4 October 2015 [the final winner announcement]. (**Promotion Period**).

4. Text entries cost 20 cents (including GST) and those charges will be the responsibility of the individual mobile phone owners. Only 021, 022, 029 and 027 mobile phones can participate.
5. The winner will be determined by a random draw, which will take place on 4th October 2015. The winner will be the first valid entry randomly drawn from all eligible entries submitted. In the event that an ineligible entry is drawn or the Promoters are unable to contact a winner within **48 hours** of the Prize draw, having made reasonable attempts to do so, the Promoters may deem that winner's entry invalid and select a new winner on the same terms as the original Prize draw.
6. There is one major prize of:
 - a) economy flights for two (2) adults to Liverpool, United Kingdom,
 - b) including transfers, - (Airport to Hotel, Hotel to Match, Match to Hotel, Hotel to Airport)
 - c) accommodation,
 - d) Liverpool Museum tickets (2 x tickets)
 - e) tickets to a Barclay Premier League match with access to the Carlsberg lounge (2 x tickets)
 - f) and hospitality in the Carlsberg Lounge for the winning entrant which includes pre-match dinner and refreshments
 - g) The winner will also hand over the man of the match trophy
 - h) \$1,000 (NZ) spending money
7. The prizes are not transferable, changeable or redeemable for cash.
8. In the event that the prize or any part of the prize becomes unavailable for any reason beyond the Promoters' control, the Promoters may in their sole discretion decide to provide an alternative prize.
9. Neither the Promoters nor any other entity associated with this competition will be responsible for any late, lost, misdirected or incorrectly submitted entries, including but not limited to entries not received due to technical problems or human error. The time an entry is deemed to be made will be the time the entry is received, not the time the entry is submitted by an entrant.
10. The Promoters reserve the right to disallow entries in its absolute discretion and without giving reasons.
11. The Promoters reserve the right, at any time, to verify the validity of claims and determine the eligibility of entrants (including an entrant's identity) and to disqualify any entry or refuse to award a prize where false or misleading details have been given by an entrant, or where an entrant has behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these terms and conditions or the spirit of the promotion.
12. By entering this Promotion, entrants agree to the use of their names, photographs and likeness for promotional/advertising purposes, and agree to make themselves reasonably available for this purpose. The ensuing copyright will rest with the Promoters, without any claim to compensation from the entrants.
13. All competition entries become the property and copyright of the Promoters. By entering this promotion, entrants assign copyright in their entry to the Promoters.

14. The winners acknowledge and agree that they will comply with all instructions given by employees of the Promoters and other agencies associated with this promotion, and agree not to do anything that may bring the Promoters into disrepute.
15. The winners agree that as a condition of their participation in the prize, they may be required to execute a waiver and indemnity in the form provided by the Promoters
16. If a winner cannot accept or take part in the prize for any reason, their prize will be void and no compensation will be payable.
17. Failure by the Promoters to enforce any of its rights at any stage does not constitute a waiver of those rights.
18. All decisions made by the Promoters its employees or agents are final and no correspondence will be entered into.
19. The Promoters may amend, suspend or cancel any aspect of the competition (including any prize) at any time in its sole discretion.
20. Except for any liability that cannot be excluded by law, the Promoters (including its officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising and promotional agencies), excludes all liability (including negligence), for any personal injury or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where attributable to any of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoters' control); (b) any theft, unauthorized access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected ; (d) any variation in the prize; (e) any tax liability incurred by a claimant or entrant; or (f) use of a prize.
21. The Promoters collect and hold personal information provided by entrants for the purposes of this promotion and for future promotional purposes. Failure to provide requested personal information may disqualify a person from being able to receive a prize. All personal information provided by entrants will be held by the Promoters in accordance with the Privacy Act 1993. Under the Privacy Act 1993, entrants have the right to access and correct any such personal information. Entrants may access and request correction of any of the details about them held by the Promoters by sending an email to info@brb.co.nz
22. The Promoters are Independent Liquor (NZ) Limited, 35 Hunua Road, Papakura, Auckland, New Zealand & NZME. Radio, 54 Cook Street, Auckland Central, New Zealand.